

STANDARD TERMS AND CONDITIONS

The acceptance of any order by Air Control Products, Inc. ("ACP") from the buyer referenced on the face hereof or attached hereto (the "Buyer"), and/or Buyer's acceptance of the equipment and merchandise referenced on the face hereof or attached hereto (the "Equipment") constitutes Buyer's acceptance of all of terms and conditions contained herein. Any inconsistent or additional terms contained in the Buyer's purchase order are hereby rejected. The terms and conditions as stated herein shall not be modified other than in writing signed by ACP and Buyer.

1. Prices: All prices for the Equipment are subject to change without notice. Equipment will be billed at the prices in system at time of shipment and are F.O.B. original shipping point. Prices do not include applicable federal, state, and/or local taxes. Minimum order size is \$25.

2. Terms: The obligation of ACP to fulfill any Buyer order in accordance with these terms and conditions is conditioned upon Buyer paying in full the purchase price for all Equipment related to the order. Unless otherwise agreed to by ACP, payment of the full purchase price for the Equipment, plus taxes and freight where applicable, shall be due net thirty (30) days from the date of invoice (the "Payment Term,") with a service charge of one and one-half percent (1 ½%) of the invoiced amount applying to the unpaid balance for each month, or fraction thereof, for invoices not paid in full after thirty days. A three percent (3%) service charge will be added to any payments made by credit card on balances beyond the Payment Term. Past due accounts could be placed on hold, could have intent to lien letters sent, or liens filed at ACP's discretion. If, in the sole discretion of ACP, Buyer's credit is impaired at anytime, ACP shall have the right, without incurring any liability, to change the terms of payment, stop shipment, and/or cancel any order.

3. Title and Risk of Loss: Title in and risk of loss for all Equipment sold hereunder shall pass to Buyer upon delivery to carrier F.O.B. ACP's facility or A.C.P's supplier, as applicable.

4. Cancellation. Return. Change Orders, Delivery: ACP is entitled to rely upon the receipt of either a written purchase order or email acknowledgement from Buyer in sufficient detail to enable it to fulfill any order. No orders may be withdrawn, canceled or returned by Buyer, nor may they be deferred when ready, unless ACP shall have approved such withdrawal, cancellation, return or deferral in writing and ACP shall have been paid a withdrawal, cancellation, return or deferral charge of a reasonable amount acceptable to ACP. In the event Buyer shall request changes in its order after receipt thereof by ACP, it shall be responsible for all charges reasonably incurred by ACP with respect to such changes. Only ACP stock Equipment inventory will be considered for return. No special order items may be returned under any circumstances. In the event ACP agrees to a return of stock Equipment inventory, all such Equipment shall be returned within thirty (30) days of delivery in new condition and in its original packaging and containers. All accepted returns are subject to a twenty-

five percent (25%) restocking and/or handling fee. All accepted returns must include a copy of the original sales order, and a complete return goods authorization form. Any dates or schedules which may be specified for the delivery of the Equipment have been stated only approximately and are estimated from the date of release of Buyer's order, with complete specifications, designs, samples and other information reasonably requested by ACP. ACP shall not incur any liability, either direct or indirect, nor shall any order be canceled, because or as a result of any delays in meeting such dates or schedules. ACP shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of ACP including, without limitation, strikes or labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotions, acts of God and war. ACP is not responsible for any delays caused by third party suppliers of ACP or the inability of any such third parties to deliver their goods. It is understood by Buyer that ACP's quote may be based on a quote from a third party and ACP shall not be bound by its own quote if any third party fails to provide its goods or services as agreed.

5. Limited Warranty: ACP makes no warranty whatsoever, except as to title, with respect to the Equipment. All Equipment is sold with the understanding that Buyer has independently determined the suitability or compatibility of such Equipment for its purposes. Any statements, technical information or recommendations concerning Equipment sold by ACP are based upon data provided to ACP by its suppliers and believed to be accurate, but do not constitute a guarantee or warranty.

Buyer's sole remedy for damaged or defective Equipment shall be through any warranty provided by the manufacturer of the Equipment (which will be made available upon request) and/or a claim against the shipper. All cartons/Equipment must be inspected and any damage claim must be reported within forty-eight (48) hours of delivery. ACP will use commercially reasonable efforts to assist Buyer in pursuing warranty claims with the manufacturer of the Equipment and resolving any claim for damages and/or losses in transit with the shipper.

EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED, THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. NO

WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF ACP SHALL BE EFFECTIVE TO VARY OR EXPAND THE EXPRESS WARRANTY OR ANY TERMS HEREOF.

6. Limitation of Liability: In no event shall ACP be liable to Buyer or to any third party for consequential, incidental or special damages, or for lost profits, resulting from or in any manner related to the Equipment, its delivery, non-delivery, design, use, or any inability to use the same, whether such damages be claimed under contract, tort or any other legal theory. Buyer understands that the sole and exclusive remedies of Buyer are those set forth in Section 5 hereof ACP's liability hereunder shall not exceed the purchase price of the Equipment that fails to meet ACP's warranty of title. This limitation of liability shall survive the termination, expiration or cancellation of these terms and conditions.

7. Indemnification: Buyer shall indemnify, defend and hold harmless ACP against all claims, loss, liability and expense (including, without limitation, reasonable attorneys' fees) on account of: (A) any damaged property or injury or death of persons (including, without limitation, Buyer's employees) arising out of Buyer's unloading, storage, handling, use or disposal of the Equipment, or (B) Buyer's breach of these terms and conditions. This indemnity obligation of Buyer will survive the expiration, termination or cancellation of these terms and conditions.

8. General:

A. Repairs to Equipment may be done by ACP as mutually agreed by the parties. All repairs made by ACP are on an F.O.B original shipping point basis and transportation charges on Equipment returned for repairs must be prepaid.

B. If ACP initiates action or incurs any cost, fee, or expense in enforcing its rights hereunder, including, without limitation, Buyer's payment obligations (the "Enforcement Costs"), then Buyer agrees to reimburse ACP upon demand for such Enforcement Costs. The Enforcement Costs shall include, but not be limited to, court costs and attorneys' fees incurred by ACP in enforcing its rights.

C. There are no understandings between the parties as to the subject matter of these terms and conditions and the related transaction other than as set forth herein. All previous communications between the parties concerning the subject matter hereof, whether verbal or written, are abrogated and withdrawn. These terms and conditions constitute the whole of the agreement between the parties.

D. These terms and conditions shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Ohio. The parties agree that the United Nations Convention of Contracts for the International Sale of Goods will not apply to these terms and conditions. Further, Buyer and ACP agree that the exclusive jurisdiction for purposes of resolving any dispute

or claim arising in connection herewith shall be the local, state or federal courts within Cuyahoga County, Ohio.

E. Nothing in these terms and conditions shall be construed as creating any act or beneficial right in or on behalf of any third party.

F. The failure of either party to insist or enforce in any instance strict performance of these terms and conditions or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

G. In the event Buyer seeks to make payment in an amount less than the full amount of the invoice and Buyer intends such payment to be in full satisfaction of the invoice, Buyer must send such payment to Air Control Products, Inc., 3800 Towpath Road, Broadview Heights, Ohio 44147, Attention: President.